## REQUEST FOR PROPOSALS
## SPECIFICATION NO. 05-152

City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

## Digital Video Imaging Mugshot System

Sealed Proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, July 20, 2005** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska  68508. Only the names of responding proposers will be publicly read in the conference/bid room located on the Ground Floor.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of response.  Mailing should be made in sufficient time for response to arrive in the Purchasing Division, prior to the time and date specified above.  Late proposals will not be considered.

Bid Specification and initial bidders list may be down loaded off the City/County Purchasing Division web site at: www.ci.lincoln.ne.us , search "Bid", select current year, select bid specification listed above.

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**INSTRUCTIONS TO PROPOSERS**

# INSTRUCTIONS TO PROPOSERS
### CITY OF LINCOLN, NEBRASKA
### PURCHASING DIVISION

**1. PROPOSAL PROCEDURE**

1.1 Each Proposal must be legibly printed in ink or typed, include the full name, business address, and telephone number of the Proposer; and be signed in ink by the Proposer.

1.2 Response by a firm/organization other than a corporation must include the name, address, fax number and email address of each member.

1.3 A Proposal by a corporation must be signed in the name of such corporation by a duly authorized official thereof.

1.4 Any person signing a Proposal for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.

1.5 Proposals received after the time and date established for receiving Proposals will be rejected.

**2. EQUAL OPPORTUNITY**

2.1 Each proposer agrees that it shall not discriminate against any employee or applicant fr employment because of race, color, religion, sex disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

**3. DATA PRIVACY**

3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

**4. PROPOSER'S REPRESENTATION**

4.1 Each Proposer by signing and submitting a Proposal, represents that the Proposer has read and understands the specification documents, and the Proposal has been made in accordance therewith.

4.2 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated observations with the RFP requirements.

**5. CLARIFICATION OF SPECIFICATION DOCUMENTS**

5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of Proposals.

5.3 Changes made to the specification documents will be made by written addenda to all known prospective Proposers.

5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and Proposers shall not rely upon such interpretations or changes.

**6. ADDENDA**

6.1 Addenda are additional documents issued by the City to prospective Proposers prior to the closing date for receipt of Proposals, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.

6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.

6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of Proposals, except an addendum withdrawing the invitation to Proposal, or an addendum which includes postponement of the Proposal.

6.5 Proposers shall ascertain prior to submitting their Proposal that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

**7. ANTI-LOBBYING PROVISION**

7.1 During the period between the Proposal advertisement date and the contract award, Proposers, including their agents and representatives, shall not lobby or promote their Proposal with any member of the City Council or City Staff.

## 8. DEMONSTRATIONS

8.1 Proposers shall demonstrate the exact equipment and software proposed within seven (7) calendar days from receipt of such request from the City.

8.2 Such demonstration can be at the City location or a surrounding community.

## 9. DELIVERY OF SERVICES & PRODUCTS

9.1 Each Proposer shall state on his proposal form the delivery and implementation schedule upon which he can make delivery of all equipment, software, firmware, connections, etc. Time required for implementation is hereby made an essential element of the Proposal.

9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

9.3 All Proposals shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## 10. WARRANTIES, GUARANTEES AND MAINTENANCE

10.1 Copies of the following documents must accompany the bid proposal for all items being bid:

10.1.1 Manufacturer's warranties and/or guarantees.

10.1.2 Proposer's maintenance policies and associated costs.

10.2 As a minimum requirement of the City, the Proposer will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Proposer shall be paid by the Proposer.

## 11. ACCEPTANCE OF MATERIAL

11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

11.2 Material delivered under this proposal shall remain the property of the Proposer until:

11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and

11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.

11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the Proposer and return materials to the Proposer at Proposer's expense.

11.4 Successful Proposer shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.

## 12. PROPOSAL EVALUATION AND AWARD

12.1 The signed proposal shall be considered an offer on the part of the Proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

12.2 No Proposal shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving Proposals, and each Proposer so agrees in submitting the Proposal.

12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

12.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.

12.5 A committee will be assigned the task of reviewing the proposals received.

12.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

12.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

12.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

12.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## 13. <u>INDEMNIFICATION</u>

13.1 The Proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## 14. <u>TERMS OF PAYMENT</u>

14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## 15. <u>LAWS</u>

15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## 16. <u>AWARD</u>

16.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

16.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

16.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

16.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

16.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

16.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

16.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

16.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

## 17. <u>EXECUTION OF AGREEMENT</u>

17.1 Three (3) copies of the **CONTRACT,** unless otherwise noted.

17.1 City will furnish three (3) copies of the Contract to the successful Proposer who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.

17.2 The prepared documents shall be delivered to the City within 10days (unless otherwise noted).

17.3 The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.

17.4 Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

# PART I

# PROPOSAL REQUIREMENTS

1.  **BOND REQUIREMENTS:** The proposer to whom the project is awarded shall provide a performance bond for 100% of the contract total as surety for faithful performance of the contract. **No bid bond will be required with the RFP response.**

2.  **INSURANCE REQUIREMENTS:** See "Insurance Requirements for All City Contracts".

3.  **CONTRACT REQUIREMENTS:** The contract, proposal and addenda provided to the City by the Contractor shall comprise the entire contract of the parties.
    3.1  No change in, addition to, or waiver of any provision of the contract shall be binding unless it is in writing, signed by both parties, and added to this contract as an amendment.
    3.2  All other expenses incurred in the implementation and operation of the services provided not mentioned herein shall be borne by the contractor.
    3.3  Any and all contractual agreement(s) generated as an outcome of this RFP process not be assignable by the Successful Contractor without written permission of the City of Lincoln.

4.  **INCLUDED IN THE CONTRACT:** The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

5.  **INQUIRIES FOR INFORMATION:**

    5.1  Program Related:          Tim Travis
                                   City of Lincoln / Information Services
                                   233 S. 10<sup>th</sup> Street
                                   Lincoln, NE          68508
                                   (402) 441-7763
                            Email: ttravis@lincoln.ne.gov

    5.2  Solicitation Related:     Kathy Smith, Assistant Purchasing Agent
                                   "K" Street Complex, Suite 200
                                   440 So. 8<sup>th</sup> Street
                                   Lincoln, NE          68508
                                   (402) 441-8309
                            Email: ksmith@lincoln.ne.gov

# PART II

# SPECIFICATIONS
# PURPOSE, BACKGROUND, SCOPE OF SERVICE

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to provide prospective vendors/providers here and after referred to as "Proposer/s", with information to enable them to prepare and submit a proposal (Offer) for providing a Digital Video Imaging Mugshot System to meet the needs of the City of Lincoln, Lincoln NE, here an after referred to as "City" and to provide services to convert the data from an existing mugshot system to the one proposed.

2. **BACKGROUND:** The proposed mugshot system will service the needs of the following agencies:

   2.1 USERS:
   - City of Lincoln Information Services located 3 blocks from Hall of Justice.
   - City of Lincoln Police located in the Hall of Justice Building.
   - Lancaster County Sheriff located in the Hall of Justice Building.
   - Lancaster County Corrections located in the Corrections Building adjacent to Hall of Justice Building.
       Lancaster County Corrections Airpark located 5 miles from the other agencies.
   - Lancaster County Youth Detention Center located 5 miles from the other agencies.
   - Fourteen Police substations.
   - Mobile Data Terminals in the form of PC laptops using Microsoft Internet Explorer and PDAs using browsers.

   2.2 NETWORK: The proposed mugshot system and connecting agencies will sit on an ip based network which consists of a gigbit fiber backbone with 100 megabit to the desktop. Every subnet is a VLAN. The Lancaster Youth Detention Center is connected via a 10 megabit wireless LAN with an effective speed of 6 megabit. The Lancaster County Corrections Airpark and Police substations are connected via DSL broadband network with 1.5mb upload and 768kb download. Mobile Data Terminals are connected via 800 mhz trunked radio system.

   2.3 CJIS: The Criminal Justice Information System, CJIS, consists of a central integrated records management system, RMS, which supports various criminal justice agencies. Some of these agencies include City of Lincoln Police, Lancaster County Sheriff, Lancaster County Corrections, and Lancaster County Youth Detention Center. The system is designed to accumulate information concerning an individual and follow their progress through the criminal justice system, i.e. "subject in process". Each agency contributes and maintains their unique information as well as shared data elements in a central repository avoiding duplicate data entry. The CJIS system needs an interface to the proposed mugshot system with common key data element(s).

   CJIS runs on an HP Alpha DS20E server running OpenVMS 7.2-1 operating system. CJIS applications are developed in-house using the proprietary software of ADMINS Inc. (http://www.admins.com). Other supporting software includes the TCP/IP suite of protocols and the WASD web server (http://wasd.vsm.com.au). User interfaces are either through a vt200 dumb terminal, telnet client on a PC, PDA or web browser. Communications from a dumb terminal or telnet client is asynchronous character based.

2.4 EXISTING (OR CURRENT) MUGSHOT SYSTEM: The City of Lincoln currently has a mugshot system purchased from TFP Inc. in 1996. The system runs on Windows NT 4.0 and uses a Ctrieve data base for the archived data and jpeg mugshots. There are 3 Windows NT capture work stations located at the Jail, Police, and Youth Detention Center. The Police capture station is capable of inputing images from 2 separate cameras via a hardware switch. The mugshots and data are captured locally and transmitted to a central repository server. In addition to the 3 capture workstations there are 2 additional retrieval work stations located at the Police and Sheriff departments capable of retrieving and displaying single or multiple photos, creating lineups, wanted posters, and other reports. The database can be searched using various demographic criteria.

2.5 CURRENT MUGSHOT PROCESS: The process of capturing a mugshot consists of booking an individual into the CJIS RMS from Lancaster County Corrections or Youth Detention Center respectively. The data is then pulled from the CJIS system by the mugshot system using the async port on the capture station, emulating a terminal, and screen scraping the data. Once the data is transferred, the mugshot is taken at the capture station. The data is then copied to a Unix Printrak Livescan system by the mugshot system using Microsoft Network protocol. Mugshots and data are transferred to the central mugshot repository PC from the capture stations if the network path is available. If not, the mugshots and data are held on the capture station until the network becomes available. In addition to the booking function at Lancaster County Corrections and Youth Detention Center, the Police have the capability of capturing images and inputing photos but do not have a CJIS interface.

3. **SCOPE OF SERVICES:** The City of Lincoln wishes to update its current Digital Video Imaging Mugshot system with a new application that captures mugshots and data locally and stores mugshot images and data on a central server located at City Information Services.

3.1 Local capture stations must be capable of storing captured images for later transfer to the central server should there be problems with the network or central server.

3.2 Since all agencies which will use the new Mugshot system enter their data initially into the CJIS record management system it is necessary that this data be replicated into the Mugshot system avoiding duplicate data entry. Images from the Mugshot system must have a common key(s) with the CJIS record management in that the Mugshot image can be retrieved with the common key(s).

3.3 The Mugshot system must include a web-enabled component that affords all the functionality found with its counterpart thick client viewing and line-up software. A web page displaying data from the CJIS record management system web server must be able to include an image tag or link that will allow a browser to retrieve and display images from the Mugshot system.

3.4 The new Mugshot system must be populated with Ctrieve data and images from the current TFP mugshot system.

3.5     The Mugshot system must include an interface to the State of Nebraska, NCJIS system according to the following specifications.

Create a transaction zip container file with the following name:
>        Xxxx0001.zip
>        Where xxxx is contributing agency ID.
>        0001 is the transaction number

The zip container file contains the following files:

| | |
|---|---|
| Xxxx0001.dat | description file |
| F000100002.JA | image file |
| F000100004.JA | image file |
| P000100001.JA | image file |
| T000100003.JA | image file |

Data name specification:
>        (Description File)
>        Xxxx0001.dat - ascii file that contains detailed information, where xxxx is contributing agency ID and 0001 is the transaction number

>        (Image File)
>        X0001000001.YZ - Image File where:
>>                X - is {P,F,T,S,O} for
>>                Profile, Front, Tatoo, Scar, Other

>>                Next 4 digits 0001 - transaction Number
>>                Next 5 digits - order of the file within transaction

>>                Y is {J}, meaning jpg file
>>                Z is {a}, siz specification 480x640
>        Note: Y,Z could be expanded in the future to accommodate different file types and sizes

## 4.    PROVIDED BY THE CITY:

- PCs and Servers, RAID 5 disks and tape backup systems.
- Microsoft Windows XP and 2003 Server operating systems
- Microsoft Access when needed.
- Oracle when needed
- PC and Server Maintenance
- PC and Server operating system maintenance

## 5.    PROVIDED BY THE PROPOSER:

In summary proposers:

5.1     Must provide hardware, software, training, administrative and user manuals, data conversion services, project management, and installation assistance to result in a Digital Video Imaging Mugshot System accessible through a web interface.

5.2       Must provide an interface to the current CJIS record management system in which duplicate data entry is eliminate, and both systems share common key(s) providing web retrieval of mugshots from CJIS server web pages.

5.3       Camera and interface cards for 3 capture stations. Police capture station must be able to accommodate 2 cameras, one to be used on a camera stand to take pictures of other photos and interfaced with a hardware switch or other such means.

# PART III

## SYSTEM SPECIFICATIONS

**A.  ITEMIZED SYSTEM SPECIFICATIONS:**

The proposer shall fill out the following qualifications table. Each qualification item is designated by a number, description, and three check boxes. If the proposed mugshot solution meets the item qualification then check the Yes box. If the proposed mugshot solution does not meet the item qualification then check the No box. If the proposed mugshot solution partially meets the item qualification, then check the Exp(Explain) box. If the explain box is checked then fill in form Part IIIB referring to the item by number with an accompanying explanation. Some items require an explanation and Part IIIB form can be used for this purpose.

| Item | Description | Yes | No | Exp |
|------|-------------|-----|----|----|
| C001 | The system must allow all data and photo image archives to be backed up on-line. | | | |
| C002 | The system must provide the capability to modify camera settings within the application for contrast, color balance, brightness, and white balance. | | | |
| C003 | A capture station must be able to utilize pan, tilt, and zoom controls. Please specify the zoom range. | | | |
| C004 | Please specify the makes and models of cameras supported and/or recommended for the software. | | | |
| C005 | The system must capture mugshots in compliance with "Best Practices Recommendation For the Capture of Mugshots", ANSI/NIST-ITL 1-2000. | | | |
| C006 | The system must have the ability to embed imaging and suspect information directly into the image file to include agency name, date of image capture, and time of image capture. | | | |
| C007 | The data embedded in the image must be visible every time the image is displayed. However, the embedded data must not be displayed as part of the photo. | | | |
| C008 | Embedded information must not interfere with the ability of the image to be viewed by external viewers. | | | |
| C009 | The application software must present to the system operator a live on-screen video preview of the subject being photographed. | | | |
| C011 | The application software must support image capture with a click of a 'freeze' button, resulting in immediate on-screen preview of captured image. | | | |

| Item | Description | Yes | No | Exp |
|------|-------------|-----|-----|-----|
| C012 | The system must allow the operator to retake the image at any time in the capture process prior to final acceptance. | | | |
| C013 | The capture system must provide a store and forward mode of operation ensuring capture functionality in the event of server or network failure. If the network or storage server is down, the capture station will continue to capture and store data and images locally until the network or storage server is available then forward the stored data and images to the storage server. | | | |
| C014 | The local capture station must provide capture of images and data, editing of data for existing mugshots, and deleting of existing images and data. | | | |
| C015 | The capture station must require unique login/password for the operator which will directly define the operator's capabilities in the system. | | | |
| C016 | The capture station must be able to capture and store images and data for multiple databases. (employees, arrest, property, etc) | | | |
| C017 | All capture stations must be able to retrieve and display images and data from the central repository database using a GUI frontend. | | | |
| C018 | The capture function must include a detailed image as well as a thumbnail image. Please state the size of the thumbnail. | | | |
| C019 | The application software must include a supervisor quality assurance module that enforces agency defined quality standards. List and explain standards that can be defined and enforced. | | | |
| C020 | The system must be able to require data entry into various data fields when capturing an image. | | | |
| C021 | Capability to have data entry fields automatically default to a user-defined specific value (e.g., date fields should default). | | | |
| C022 | Capture data will automatically be retrieved from the CJIS RMS at the time of capture. If data cannot be retrieved from the CJIS system it may be entered manually by the operator. | | | |
| C023 | The capture station must have the ability to retrieve and review all archived image and data. | | | |
| C024 | The proposer will convert the existing Arrest and Employee data and image databases to the new system without significant downtime of the existing system. Please explain the method and the estimated downtime of the conversion process. | | | |
| C025 | The system must store all data and images in a non-proprietary format and adhere to open system standards. Briefly explain the database system and storage format of data and images. | | | |
| C026 | All images will be stored as JPEGs including full size and thumbnail. Please state the size of the thumbnail. | | | |

| Item | Description | Yes | No | Exp |
|------|-------------|-----|-----|-----|
| C027 | The City of Lincoln must have the capability to easily modify or add new data element fields to the databases. | | | |
| C028 | The City must have the capability of easily defining additional data and image databases for other photo collections (e.g., employee, juvenile offender, property, etc.). Please explain capability. | | | |
| C029 | Each mugshot image object and data record shall be associated with a unique identifier(s) or key(s) common to the CJIS RMS such that the image can be retrieved by that key or unique identifier. The identifier will originate with the CJIS RMS. | | | |
| C030 | The proposer shall supply one full set of printed user manuals for each agency and include documentation on electronic media in pdf format. | | | |
| C031 | Agencies have the right to make unlimited numbers of copies of the user manuals for distribution to employees for training and proficiency. | | | |
| C032 | The proposer will supply one copy to each of four agencies a specific manual with information for use by system administrators. | | | |
| C033 | The system software must have on-line help features. | | | |
| C034 | On-line tutorial to assist users learning the software. | | | |
| C035 | The system must be able to import/export images from/to common media such as floppy disks, cd, dvd, email attachments, memory sticks, and scanned images. | | | |
| C036 | All images imported into the system must allow the operator to embed a date, time, and originating agency into the imported image. | | | |
| C037 | The import process should allow the operator to crop the image as necessary. | | | |
| C038 | The import process should allow the operator to enhance the image to meet agency image standards. | | | |
| C039 | The software must be capable of copying an image to a PC clipboard for use with other applications. | | | |
| C041 | Ability to e-mail photos to other agencies. Please explain technique. | | | |
| C042 | The video imaging system can tightly integrate with the multiple EXISTING CJIS RMSs (record management systems) (e.g. Booking, Personnel, Property, etc.) so that duplicate data entry is reduced or eliminated. Data originates with the CJIS RMSs and populates the imaging database. | | | |
| C043 | Data from the CJIS RMSs immediately updates the imaging system database at completion of image capture. | | | |
| C044 | A new CJIS RMS can be easily interfaced to a new imaging database. Please explain the interface method. | | | |

| Item | Description | Yes | No | Exp |
|------|-------------|-----|-----|-----|
| C045 | The imaging system has the ability to receive more than one set of data from the CJIS RMSs before an image is captured. | | | |
| C094 | The interface to CJIS cannot be via ODBC. | | | |
| C097 | System must be able to create a zip file containing 5 files for transfer to State of Nebraska, NCJIS, according to the specifications stated in Part II, item 3.5, NCJIS interface. Please itemize. | | | |
| C046 | Access and use of the imaging system by web browsers or thick clients used for retrieval must be based on number of concurrent licenses. | | | |
| C047 | The imaging system must be easily expandable to add additional concurrent licenses. | | | |
| C096 | The imaging system must be easily expandable to add additional capture stations. Please itemize cost of an additional capture station license and hardware. | | | |
| C048 | The ability to complete Photo Lineups from images in the database through a simple wizard that completes lineup with minimal steps. Photo lineups should be easy to create, providing additional lineup photos with little or no effort on the part of the investigator creating the Lineup (in other words, the lineup will use the suspects physical information and provide possible candidates for the photo lineups). | | | |
| C049 | The lineup must be printable in a hard copy format on any network attached printer. | | | |
| C050 | The lineup must be stored in the system for recall by a unique number/date/or operator id. | | | |
| C051 | There must be an audit trail to show creation and changes in the saved lineup by date and operator. | | | |
| C052 | The lineups should display images in six or eight image format. | | | |
| C053 | The system must provide an operator the ability to perform a witness viewing session based upon a set of retrieved suspect photos. The witness/operator must be able to select/mark photos during the viewing session for later retrieval based on viewing session. | | | |
| C055 | The system must provide a session report which includes the images of the tagged subjects. | | | |
| C056 | The system must enable a witness to view single images of potential suspects one at a time on screen. | | | |
| C057 | The system must allow the investigator to add comments to the session upon its completion. | | | |
| C058 | The system must restrict the witness from modification of any information in the database. | | | |
| C059 | The system must include a transaction log feature which can provide an audit trail of events performed in the system by a level of user. | | | |

| Item | Description | Yes | No | Exp |
|------|-------------|-----|-----|-----|
| C060 | The system transaction log must record all access, updates and changes within the system for auditing purposes. | | | |
| C061 | The transaction log must be stored in a limited access area in a format that can be exported. | | | |
| C062 | The proposer can directly provide hardware, software, services, and support required for system implementation and ongoing operation. | | | |
| C063 | The proposer will provide system software warranty for 1 year. | | | |
| C064 | The proposer will provide their 7x24 support option and charges for various levels of service. | | | |
| C065 | The proposer must provide software updates, bug fixes, and new software versions as part of the yearly maintenance, as long as the agency maintains the system support agreement. | | | |
| C066 | The proposer must supply various utilities to facilitate file maintenance, data manipulation, and backup/recovery. | | | |
| C069 | Network Printers must be direct attached and/or IP addressable. | | | |
| C093 | Please specify what black and white and color printers are recommended/compatible for producing photo quality as well as plain paper quality prints. | | | |
| C070 | The proposer has a proven successful track record for implementing mug shot solutions in the law enforcement industry. Please provide 3 references with a similar configuration as City of Lincoln/Lancaster County. | | | |
| C071 | The software must include a forms design tool which provides a non technical person the ability to design sophisticated reports (wysiwyg) and printouts for data and images. Please describe. | | | |
| C072 | The system must provide preview option prior to printing. | | | |
| C073 | Print a variety of photo sizes.  Identify photo size options, i.e., Full size mugshot or multi-size mugshots (4x5, 8-1/2x11). | | | |
| C074 | Print flyers, warrants, and ID cards | | | |
| C075 | Print mugshot and arrest card on one sheet (8-1/2x11). | | | |
| C076 | Customize printouts with department logo, etc. | | | |
| C077 | The application software must provide the ability search/query for a photo using any combination of data elements using wildcards or range specifications where applicable for investigative purposes. | | | |
| C078 | Once an image is saved it may be accessed simultaneously by more than one user from any authorized capture, display station, or web browser. | | | |

| Item | Description | Yes | No | Exp |
|------|-------------|-----|-----|-----|
| C079 | The system must provide the City the capability to create specific screen layouts for the agency's user community (i.e. booking, applicants, investigations, human resources, etc). | | | |
| C080 | Thumbnail photos must be accessible by an internet web browser or PDA using standard HTML using data fields common to the CJIS RMS.. Please state the size of the thumbnail. | | | |
| C081 | Image embedded information must be visible when viewing the photo which will not interfere with the identifying characteristics of the photo. | | | |
| C082 | The application software must indicate the number of records in a result set that match the search criteria. | | | |
| C083 | The system must provide security through username/password authorization for all access. | | | |
| C084 | The system must provide an administration module for creation, modification, monitoring, and deletion of user accounts. This module must provide administrators with the mechanism for assigning both imaging and data manipulation privileges to the users. | | | |
| C085 | The system must allow an agency to define, enforce, and change business workflow/processing rules that are specific to that agency. | | | |
| C095 | The system must be easy to use, with simple wizards to allow anyone to complete tasks on the workstations. | | | |
| C086 | The mugshot system must support remote access to the photo database via an internet connection using PDAs and web browsers using username and password security. Please specify what web browsers and PDAs are supported. Please specify the version levels of the web browser and PDA operating systems that are supported. | | | |
| C087 | Multiple images may be retrieved and displayed and lineups created and printed from an internet connected web browser. | | | |
| C088 | Images must be available in Normal or Thumbnail format. Please state the size of the thumbnail. | | | |
| C089 | Must be Year 2000 compliant and capable of supporting next century dates using a four-digit Year including leap years. | | | |
| C090 | The application software must be operable on more than one manufacturer's hardware. Please specify what hardware and operating systems support the mugshot system. | | | |
| C091 | The proposer can directly provide all hardware, software, documentation, training, and services required for system implementation. | | | |
| C092 | The proposer will provide training to system administrators, end users and specific key operators within 30 days of the installation of the system. | | | |

**B.** **SPECIFICATION EXCEPTIONS AND EXPLANATIONS:**

The following form is to be used to explain any exceptions to the system specifications described in PART IIIA. In addition this form is to be used to provide any explanations requested in PART IIIA.

| Item | Explanation |
|------|-------------|
|      |             |

# PART IV

# PROPOSAL SUBMISSION REQUIREMENTS

1. **SUBMITTAL REQUIREMENTS**     Interested Proposers **shall submit eight (8) complete sets** with a minimum of the following:

1.1    LETTER OF INTEREST (2 page maximum): The letter shall specifically indicate the type of work you are qualified to perform and the number of staff available at this time, along with any subcontractors you intend to offer the City.

1.2    QUALIFICATIONS/BACKGROUND (3 page maximum): The response should include the following:
      1.2.1    A summary of 3 - 4 projects completed by your firm, which most specifically illustrate the firm's experience and capability to undertake the specific work.
      1.2.3    Similar projects, by type and location, that have been performed within the last five (5) years, that best characterize the work quality.
      1.2.4    At least three current references (must have done work for the in the past 5 years).

1.3    EXPERIENCE AND EDUCATION:
      1.3.1    A brief resume of each individual on firm's staff who will be working under the proposed contract.
      1.3.2    The qualifications of the staff assigned work under this contact should be minimum of three (3) years experience performing the types of duties required in the specific area.

1.4    FEE STRUCTURE:
      1.4.1    A detailed price proposal for all equipment, software, firmware, services, etc. for this project. Proposal shall include a item-by-item prices for the equipment, a description of the software and projected hourly rates for the services and expenses.

1.5    QUALIFICATION TABLE :
      1.5.1    Completed qualification table including Part III A, the qualification check list and Part III B, the explanation register.

1.6    REQUEST FOR PROPOSAL SIGNATURE FORM:
      1.6.1    Complete and sign the Request for Proposal (RFP) form. The person who signs for the Proposer must have full and complete authority to submit an offer to the City, and to enter into a contract if the offer is accepted.

2. **RESPONSIBILITY OF CITY**
2.1    The City reserves the right to analyze proposals in detail and to award contract which the City believes to be in its best interest.

2.2    The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.

2.3    The City reserves the right to reject any proposal based on facts resulting from any investigation which indicates that proposer is not properly qualified to perform the obligations of any resulting contract.

3. **SPECIFIC/SPECIAL REQUIREMENTS**

   3.1 *Responses Property of City/Proprietary Material:* All Responses, Quotations, Bids submitted shall become the property of City of Lincoln and subject to the Public Records legislation governing Nebraska Cities. Proposers must identify all copyrighted material, trade secrets or other proprietary information that the Proposers claim are exempt from the Nebraska Public Records Acts.

      3.1.1 In the event a Proposer claims such an exemption, the Proposer is required to state in the Response the following:

      "The Proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore."

   3.2 *Value-added*: The City is interested in maximizing the worth of expenditures as it relates to achieving additional value that would further benefit the City and its operations, as well as its community of citizens and their taxed base funding.

      3.2.1 As such, Providers are encouraged to consider, develop and propose value added concepts, programs, components, and the like, which would further enhance and provide measurable value to the overall objective and proposed acquisitions represented in this solicitation/request.

4. **INDEPENDENT CONTRACTOR**

   4.1 It is the expressed intent of the parties that this Agreement shall not create an employer-employee relationship.

   4.2 Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor.

   4.3 The Contractor and the County shall be responsible to their respective employees for all salary and benefits.

   4.4 Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave.

   4.5 Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

5. **EVALUATION CRITERIA**:

   5.1 Selection will be based on an overall evaluation and assessment of the information submitted in the proposal, experience, approach and cost. Interviews with those most qualified may be conducted, at the sole discretion of the City, as a final measure of qualifications.

   5.2 Selection of the successful proposer for this project will include the following criteria, but is not necessarily limited to the criteria:

      5.2.1 Background, experience and qualifications: staff assigned to the contract will have demonstrated appropriate and high-quality experience in the specified project approach.

      5.2.2 Fee structure: shall be fair and reasonable for the work performed. The City may compare the fee schedules proposed to determine the best value for the City.

5.2.3    Suitability of complete program offered: The selected proposer must demonstrate an ability to provide a total package which best meets the needs of the City to deliver the best possible outcome of implementation of the proposed system

5.3    A committee will be assigned by the Mayor with the task of reviewing the proposals received.

5.3.1    The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

5.3.2    A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

5.3.3    Selection shall be made from proposer(s) deemed by the evaluation committee to be fully qualified and best suited among the submitted responses on the basis of the evaluation factors listed herein.

5.4    Negotiation of the program details shall be conducted with the selected proposer(s).

5.5    The award document shall be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and proposal received and including all negotiated details.

5.6    Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

# REQUEST FOR PROPOSAL (RFP)
# SPECIFICATION NO. 05-152

**Proposal OPENING TIME:  12:00 NOON**

**DATE:  Wednesday, July 20, 2005**

**ADDENDA RECEIPT:**  The receipt of the addenda to the specification number _____ through _____ is hereby acknowledged.  Failure of any Proposer to receive any addenda or interpretation shall not relieve the Proposer from obligations specified in the Proposal request.  All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of the City of Lincoln for the above listed  project, the terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance bond, materials and equipment in strict accordance with the specifications as prepared by the City for the consideration of the amount set forth in the attached price schedule (provided by Proposer).

## SIGN AND RETURN THIS PAGE WITH YOUR PROPOSAL RESPONSE

**NOTE:  RETURN 8 COMPLETE COPIES OF RFP OFFER AND SUPPORTING MATERIAL.**

**MARK OUTSIDE OF PROPOSAL CONTAINER AS FOLLOWS:   SEALED PROPOSAL FOR SPEC. NO. 05-152**

The undersigned signatory of the Proposer represents and warrants that he has full and complete authority to submit this offer to Lancaster City, and to enter into a contract if this offer is accepted.

|  |  |
|---|---|
| **COMPANY NAME** | **BY (Signature)** |
| **STREET ADDRESS or P.O. BOX** | **(Print Name)** |
| **CITY,  STATE          ZIP CODE** | **(Title)** |
| **TELEPHONE NO.** | **(Date)** |
| | **EMPLOYER'S FEDERAL I.D. NO.** |
| **FAX NO.** | **OR SOCIAL SECURITY NUMBER** |
| **Email:** | |

Only the names of the firms are read at the Proposal Opening.  RFP Specification and initial Proposers list may be down loaded off the City/County Purchasing Division web site at: www.ci.lincoln.ne.us , search "Bid", select current year, select bid specification listed above.

# INSURANCE REQUIREMENTS
# FOR ALL CITY CONTRACTS

**1. GENERAL PROVISIONS**

A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract.   Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

C. **Occurrence Basis Coverage.** All insurance shall be provided on an *occurrence basis* and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.

D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M.  Best's Rating of no less than A:VII unless specific  approval has been granted by the City Attorney.

E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.

F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2.  **INSURANCE REQUIREMENTS**

A.  **Scope of Required Coverage**.  The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1)  Claims under workers' compensation, disability benefit, or other employee benefit acts;

(2)  Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;

(3)  Claims customarily covered under personal injury liability coverage;

(4)  Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;

(5)  Claims arising out of ownership, maintenance or use of any motor vehicle;

B.  **Worker's Compensation Insurance and Employer's Liability Insurance**.  The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

| Coverage | Listing | Min Amt | Notes |
|---|---|---|---|
| **Worker's Comp.** | | | |
| | State | Statutory | |
| | Applicable Federal | Statutory | |
| **Employer's Liability** | | | |
| | Bodily Injury by accident | $500,000 | each accident |
| | Bodily Injury by disease | $500,000 | each employee |
| | Bodily Injury | $500,000 | policy limit |

C.  **Commercial General Liability Insurance.**

1. The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or

newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

| Coverage | Min Amt | Notes |
|---|---|---|
| General | $2,000,000 | Aggregate |
| Products and Completed Operations | $2,000,000 | Aggregate |
| Personal and Advertising Injury | $1,000,000 | |
| Each Occurrence | $1,000,000 | |
| Fire Damage Limit | $  100,000 | any one fire |
| Medical Damage Limit | $    10,000 | any one person |

**D. Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.

- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

**E. City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them.  The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

**3. CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

**A.** To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:

(1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and

- is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

(2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

**B.** In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

**C.** The obligations of indemnification herein shall not include or extend to:

(1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and

(2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.

**D.** In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.